

REMARKS

In summary, claims 1-20 are pending. Claims 8-11 and 13 are objected to. Claims 11 is rejected under 35 U.S.C. 35 § 112, second paragraph. Claims 1-20 are rejected under 35 U.S.C. 35 § 103. Applicant respectfully traverses the rejections. Claims 1, 8, and 11 are hereby amended. Support for the amendment to claim 1 can be found in Paragraph 37 of the specification. No new matter is added.

Claim Objections 8-11 and 13

Claims 8-11 and 13 are objected to regarding informalities involving acronyms. Claims 8 and 11 are amended to recite the acronyms in their first instance in the claims. Applicants respectfully request the objections to claims 8-11 and 13 be reconsidered and withdrawn.

Claim Rejections - 35 U.S.C. §112

Claim 11 is rejected under 35 U.S.C. § 112, second paragraph, as being indefinite, in that there is insufficient antecedent basis for the first and second nonce. Claim 11 is amended to resolve the antecedent basis issue. Accordingly, it is requested that the rejection, under 35 U.S.C. § 112, second paragraph, of claim 11 be reconsidered and withdrawn.

Claim Rejections - 35 U.S.C. §103

Claims 1-20 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application No. 2003/1052393, in the name of Thoma *et al.* (hereinafter referred to as “Thoma”) by itself, and various other references.

Thoma neither discloses nor suggests “the receiver not receiving a license from the content provider of the identified content,” as recited in amended claim 1. Amended claim 1 directly targets a strategic change in attack on the problem of Digital Rights Management, that is, how to handle a second device of a user of digital content, where the license may allow for transmission of the digital content to a second device. The present invention accomplishes a solution in a very elegant method, where if the first computer device is

trusted, it can be trusted to share the digital content in a secure way, “Transferred Trust”. This is vastly different than the system of Thoma and the other applied references, which use a virtual ticket or rights method, where transfer of the digital content from a user’s first device to a user’s second device necessitates a relinquishment of the first license on the first device, and a subsequent acceptable license installed on the user’s second device. This “Ticket” method necessitates a large overhead and continued presence and activity of the content provider to permit and process Tickets to second, third or other auxiliary devices of a user. Such “Ticket” method further necessitates communication with the content provider to facilitate the acceptance of reissued licenses, having an implied assumption that a communication pathway (i.e. internet) is always available to the user’s two devices, when the transfer is to be accomplished.

As taught in Thoma, in all cases, the receiver of the content obtains a license from the content provider. This is the reason for passing the License “Ticket” and further passing a relinquishment ticket, transfer ticket, and value matching/comparison/calculation of the tickets on content transfers between devices. In each case in Thoma, utilizing the Examiner’s mapping (e.g., Receiver to Terminal device, Transmitter to Content Server), on the transfer of the content to a different device, a valid license has to be created or acknowledged in such target device.

The Examiner’s use of Thoma depicts an attempted use of the initial Digital Rights Management technology and content transfer, to map to subsequent transfers of the digital content to a second or alternative device. The present invention eliminates the need for additional content provider interaction, if the first receiver device is trusted. As such, Applicants respectfully submit that the Thoma reference is not an applicable reference, as it teaches away of the aspect of “Transferred Trust”, to that of requiring an actual transfer of the license when the digital content is to be transferred to a second or next auxiliary device. (Thoma Paragraph 61 *et seq.*).

Applicants submit that since the differences between the “Ticket” method of Thoma and the “Transferred Trust Method” of the invention are so large in a computer architectural sense, that the subject matter of the present invention as a whole would not have been

obvious to one of ordinary skill in the art. Further one of ordinary skill in the art would not have even been able to visualize or utilize the method of the present invention, where Thoma teaches away and literally mandates, use of a new license for each applicable transfer of the digital content to a subsequent device.

The remarks and arguments provided above with respect to claim 1 also apply to claims 2-20 which depend either directly or indirectly from claim 1. In review of the above remarks, arguments, and amendments, it is requested that the rejection of claims 1-20, under 35 U.S.C. § 103, be reconsidered and withdrawn.

CONCLUSION

It is requested that the forgoing amendments, arguments, and remarks be entered, and in view thereof, it is respectfully submitted that this application is in condition for allowance. Reconsideration of this application and an early Notice of Allowance are respectfully requested. In the event that the Examiner cannot allow this application for any reason, the Examiner is encouraged to contact the undersigned attorney to discuss resolution of any remaining issues.

Date: October 2, 2007

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